

02-25-0023 thru 0033

2A
J. Reese Quayle
1090 W 2700 S.
Perry, UT

**Protective Covenant
Country Hollow Phase III Subdivision
Perry, UT**

LEGAL DESCRIPTION:

All of lots 23 through 34 inclusive: Country Hollow Phase 3; a part of the northwest ¼ of section 2, T 8 N, R 2 W, SLB&M Perry City, Box Elder County, Utah – As recorded in the Box Elder County Recorder's Office.

**Article I.
Improvements**

- 1. **TYPE OF STRUCTURE.** All lots shall be used for single family dwellings and residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed one or two stories in height and a private 2-3 car garage. All dwellings must have hip or gabled roofs with a minimum of 5 X 12 pitch. Flat, graveled, or built up roofs shall not be permitted. All roofing materials shall be architectural asphalt, tile or wood shingles. No dwelling or garage shall be erected with less than 30% brick or native stone and the balance to be stucco on the front facing the street. The sides and back may be aluminum or vinyl siding or combination of the above decors.

No dwelling placed on a lot shall be prefabricated, manufactured or of any similar construction.

Any one story residence shall contain not less than 1400 square feet of living area, exclusive of porches, garages, and patios. Any two story residence shall contain not less than 1600 square feet of living area above ground level. Any split-level, bi-level, or multi-level home that does not fall under traditional two-story architecture shall contain not less than 1450 square feet of living area above ground level.

No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. The minimum distance from the main building of the rear lot line shall be 20 feet. For the purpose of this covenant, eaves, steps and porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. A detached garage and/or carport or other permitted accessory building may be located next to a side lot line in accordance with Perry City Zoning Ordinance. Perry City can modify or change any of the requirements listed herein. The minimum side yard is eight feet, but a total of no less than 22 feet on both sides.

- 2. **PLAN INSPECTIONS.** One complete set of plans must be submitted along with a \$75.00 "Review Fee" to the Architectural Control Committee prior to obtaining a building permit. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to locations with respect to topography and finish grade, elevation and meet Perry City requirements. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

The Architectural Control Committee is composed of Reese & Carole Quayle, Kenneth Quayle, Kurtis Quayle & Brad Quayle. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. None of the members of the committee, nor its designated representative, shall have full authority to designate a successor. At any time, the current owners of record of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to restore to the committee any of its power or duties. Any lot owner may apply for a variance to covenants by submitting in writing to the Architectural Committee any necessary changes.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within 30 (Thirty) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and related covenants shall be deemed to have been duly complied.

- 3. **ERECTION OF STRUCTURE.** Upon recording of the lot, the construction process of the permanent residence must start within 18 (eighteen) months. Failure to begin construction within the time frame will result in owner of lot being required to sell the lot for not more than 5% above the current market value. The sale of the lot must be "open and notorious" and include a sign stating "For Sale" or a sign from a reputable real estate company.
- 4. **LANDSCAPING.** All family dwellings shall be planted in lawn or other acceptable landscaping in the front yard within one year of occupancy. To protect and not negatively impact the esthetics of the subdivision, the side and back yards shall be

Doesn't include lot 22
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acceptably landscaped within two years of occupancy. Acceptable landscaping and lawn shall be defined by majority of lot owners in the subdivision. Trees, lawn and shrubs of other planting shall be properly nurtured at the owner's expense.

The secondary water system is in place, usage must be purchased through Perry City at owner's own expense.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements init shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Easements for installation and maintenance of utilities and drainage facilities are reserved over the front twelve feet of each lot shown on plat.

Article II. Restrictions

1. PRIVATE RESIDENCES. Said premises shall be used for primary residences only. All buildings shall be completed within one year from the date said building was started.
2. No lot shall be re-subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 80 feet at the minimum building setback line or an area of less than 10,000 square feet, or such minimum as determined by Perry City.
3. GARBAGE AND REFUSE DISPOSAL. No lot or any part thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept or permitted to remain on any lot except in sanitary containers. No materials shall be kept or stored on any lot, (other than construction material in the course of normal construction), that may be unsightly or a fire hazard.
4. NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage articles which are unsightly shall be allowed on patios or decks. No weeds, underbrush, or unsightly growths shall be permitted to grow or remain upon the premises. No refuse pile or unsightly objects shall be allowed to be placed or suffer to remain anywhere thereon.

No automobiles, trailers, or other vehicles are to be stored on the streets in front or sides of the lots unless they are in running condition, property licensed and are being regularly used.

No oil or mining operations of any kind or sort will be allowed on or in any lot or structure.

5. SIGNS. No signs of any kind shall be displayed for public view on any lot or structure except to advertise the property for sale, or by the builder during construction to advertise the construction site and identify the builder.
6. AUDIO VISUAL. No audio or visual equipment such as TV, radio, or communications antennas will be permitted to be placed on any structure where they are in view of the public. No satellite receiving or dishes will be allowed in any front yards. Any and all such equipment will be permitted in side yards and back yards only.
7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot, at any time as a residence either temporary or permanently.
8. ANIMALS. No animals or livestock of any kind shall be raised, bred, or kept on any lot: with exception that dogs, cats or household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and comply with Perry City animal control ordinances.
9. RECREATIONAL VEHICLES. No recreational vehicles, such as boats, mobile homes, snowmobiles, motorcycles, trailer, or related equipment shall be parked or stored on any front street in front of a house or garage for more than five days.
10. PROHIBITED VEHICLES. No commercial vehicles, school buses, trucks with more than six tires or heavier than two ton rating shall be parked or stored on any lot or front street for more than cumulative total of forty-eight hours per calendar week.

11. FENCING. No fence or similar structure shall be erected in any required front yard of a dwelling higher than 43 inches, nor shall any fence of similar structure be erected in any side or rear yard higher than six feet. All fencing must comply with the zoning ordinances established by Perry City Zoning.

**Article III.
General Provisions**

1. TERM. These covenants are to run with the land and shall be binding on all persons and parties claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded changing said covenants in whole or in part.
2. REMEDIES FOR VIOLATIONS. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. The rights granted herein to enforce this Declaration of Protective Covenants shall be cumulative and are not intended to exclude any other remedies which may be available to any other person in law or equity. Any person or persons who bring successful actions to enforce this Declaration shall be entitled to an award for reasonable attorney's fees and costs incurred in prosecuting such action.
3. SEVERABILITY. It is expressly agreed that in the event any covenant, condition or restriction herein before contained or any portion thereof is held invalid or void by a court of competent jurisdiction, such invalidity or voidance shall in no way effect any valid covenant, condition, or restriction and such void or invalid term shall be severed from this document and the remainder shall remain in full force and effect.
4. ACCEPTANC OF RESTRICTIONS. All purchasers of property described above, by acceptance of contracts of deeds for any lots of any portion thereof, which are included in this document, shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements se forth herein.

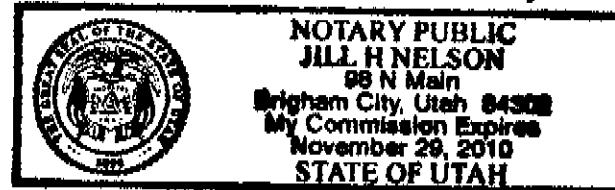
COUNTRY HOLLOW PHASE III. SUBDIVISION, INC.

DATED 3
4-19-08

By J. Reese Quayle
Its: President

State of Utah:
County of Box Elder

On the 19 day of March 2008 J. Reese Quayle personally appeared before me Jill H. Nelson, J. Reese Quayle of Country Hollow Phase III Subdivision, Inc. who swears that he/she id duly empowered by its Board of Director and signed the same in behalf of Country Hollow Phase III Subdivision, Inc.



Jill H. Nelson

ACKNOWLEDGEMENT:

I, _____ purchaser of lot # _____ of Country Hollow Phase III. Subdivision, Inc, hereby acknowledge receipt of these conditions, covenants and restrictions on _____ day of _____, 2007/2008.

Signature

Signature